Supreme Court, U.S.
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APPENDIX D

Docket Number_____

In the Supreme Court of the United States

Irwin Gary Roberts,
Petitioner,
v.
Patricia Jeanne Ard,
Respondent

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EXHIBIT D

Irwin Gary Roberts
5629 S Sailors Reef Rd
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(480)491-4020 Pro Per

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA, IN AND FOR THE COUNTY OF MARICOPA

IRWIN GARY ROBERTS, a single Individual, ACCIDENT ASSISTANCE CENTER OF AZ, INC, an Arizona Corporation,	CASE NO CV2002-017209
Plaintiffs/Counterdefendants/ Appellants, Vs	Appellant's Motion for Reconsideration of Of the Courts Decision to Dismiss the Appellants Appeal for Failure to Timely File Their Memorandum
PATRICIA ARD, Defendant/Counterclaimant/ Appellee	

Appellants, Irwin Gary Roberts and Accident Assistant Center of AZ, Inc, hereby move that this Court reconsider its decision to dismiss the Appellants' appeal for failure to timely file their memorandum and in support of this motion, the Appellants allege as follows:

The case law in Arizona is clear that an appeal should not be dismissed for violation of an Appellate rule if (1) the violation does not affect the jurisdiction of the court hearing the appeal, and (2) the Appellee can not demonstrate any prejudice because the Appellee is fully aware that the Appellant planned to appeal and was informed of the issues on appeal *Performance Funding, LLCvs Barcon Corporation 197 Ariz286 (App 2000)* In this case, all of these conditions have

been met so that the Appellants' appeal should not be dismissed and should proceed on the merits.

In this case, the Appellants did not intentionally violate or ignore the rules to appeal the decision of the justice court Their understanding of the rule regarding memorandums was that they could not file a memorandum unless there was a stipulated record on appeal, which there was not They relied on Arizona Practice, Civil Trial Practice, Second Edition authored by Daniel J, McAliffe and Shirley J Wahl In Section 33 12 Appeal on a Stipulated Record, this text states that " 1 the appellant files a memorandum within 30 days of the date the notice of appeal is filed " In this case, there was no stipulated record, so the Appellant believed that the appeal would proceed only by a review of the record transmitted by the Justice Court to the Superior Court The Appellants did nothing to divest this court of its jurisdiction to hear this appeal and timely filed everything required except for thee memorandum, so the first requirement has clearly been met.

The second requirement to avoid dismissal of their appeal has also been met In order for the Appellant to inform the Superior Court and the Appellee of what their issues on appeal were and the law supporting the Appellants' appeal, the Appellants in their Reply to the Defendant's Response for Attorney's fees set forth a Statement of Facts and listed all the issues that needed to be addressed in the appeal and the legal basis for each issue A copy of that pleading, which was in fact the Appellants' Memorandum on Appeal, is attached to this motion as Exhibit B. Exhibit B is in response to reply in support of Defendant's Appelation for Attorney's Fees, is a technical error and clarifies to the court that all the issues are needed to be addressed in the appeal and the legal basis for each issue on the appeal was There was no surprise that could prejudice the Appellee any way

The appellants attaches Exhibit C. This contains an affidavit from a notary Micheal Wilenchik that states that the appellants told him that he is a public adjuster and not an attorney when witnessing the appellee's signature The appellant attaches Exhibit A which is attached to Exhibit B

which is named, Appellants Appeal Memorandum to Replace previous pleading erroneously captioned as response to reply in support of Defendants Application for Attorney's fees Which shows that if the front page of Exhibit A was substituted that there was a technical error and the memorandum corrects the technical error of Exhibit B, and that all the issues that are needed to be addressed in the appeal and the legal basis for each issue on appeal, including petitioner response to all 5 counts of Respondents Motion for Summary Judgment.

The only thing the Appellee could come up with as to how she was prejudiced was that her judgment might somehow be placed in jeopardy if the appeal was not dismissed No reason was given for her judgment might somehow be prejudiced, because there was no way her judgment could have been prejudiced The Appellants never filed a supersedeas bond, so there was nothing to prohibit the Appellee from executing on her judgment during the time this appeal is being heard The only way the Appellee could be prejudiced was if this court overturned the decision of the Justice Court, which the Appellee knew would happen if this case was reviewed on appeal.

Appeals courts are required to hear cases on the merits and not dismiss appeals for technical violations of Appellate Rules of Civil Procedure where no prejudice can be shown by the party requesting the dismissal for a violation of any rule *Hill vs City of Phoenix 193* Ariz 299(1999) Such is the case in this matter before this court There is no prejudice that can be shown by the Appellee, this appeal must move forward for review.

It is a fundamental principal of the law in this country' that a case should be decided on the merits whenever possible and not be dismissed because of technical violations of rules where no prejudice to the other party can be shown Parties who are not lawyers are entitled to the same consideration under the rules and laws as are lawyers If lawyers miss filing deadlines on briefs and have a reasonable explanation, including oversight, for doing so, the courts rarely if ever

dismiss their cases for a late filing Non-lawyers should be treated the same or the courts are denying them their right of equal protection and due process under the law

In this case, the Appellants have consistently been denied the equal protection and due process of law The Appellee never did file a disclosure statement in the Justice Court to advise the Appellants of who their witnesses were going to be, what evidence they had and what their legal theories were despite the Appellants twice requesting the Justice Court to make them comply with the rules of the civil procedure, When the Appellee filed her motion for summary judgment some six months after her disclosure statement was due, and the appellants asked for an additional week to respond because they had not had the information in advance that they would have had had the Appellee complied with the disclosure rules, the Appellants was denied a week's extension The purpose of disclosure is to avoid ambush and give all the parties a chance to know what the other side's legal position and evidence will be The Appellants were never given that opportunity because the Appellee never complied with the Disclosure rules even after it was brought to the courts attention twice

The Appellee deliberately failed to comply with the disclosure rules for over six months, the Appellants are seriously prejudiced in presenting their defense to the summary judgment because of lack of disclosure and nothing happens because the Appellee is represented by a major law fine, when the Appellants in good faith tried to comply with the rules and are only a few weeks late in doing something, the court denies them their opportunity to have their case heard in the merits This is not justice as it should be in this country The Appellants are not being treated equally under the law and their due process is violated Surely this court is not so blind as to see that the Appellants are not being given an equal opportunity to have their case heard.

The Appellants have already suffered numerous miscarriages

of justice in this case There were two separate legal claims, one in small claims court and the other in the regular Justice Court The Appellee's attorneys deliberately changed the style of the case to make it; appear as thou there was only one plaintiff, so that Irwin Gary Roberts would be personally liable for the acts of Accident Assistance Centers of AZ, Inc When this was continually brought to the court's attention and the attention of the Appellee's attorneys, nothing was done about it A summary judgment was granted by the Justice Court on every issue raised by the Appellee's attorneys despite the fact that there were legitimate issues of fact raised on every issue by the Appellants that should have prohibited the granting of the summary judgment.

The Appellants answered all the Appellee's motions, responses, and replies, in a timely manner and all were denied by the Justice Court There was a miscarriage of justice in this case by Judge Anderson as he abused his discretion and acted in arbitrary and capricious way and violated the Appellants due process and equal protection under the law.

Judge Anderson of the Justice Court in Peoria, Az had to uphold the law as Appellants told Judge Anderson in his pleadings but failed to due so and abused his discretion and acted in an arbitrary and capricious manner.

Prejudicial error is one that affects the substantial rights of the Appellants so as to result in a miscarriage of justice as the record will reflect on the Justice Court's rulings . Guitierz vs Guitierz 20 Arizona APP 388,513 P2D 677(1973)

Prejudicial error justifies a reversal on appeal for the Appellants Seely vs Mc Evers 115 AZ 171, 564 P2D 394 APP 1977

The Appellants submit Exhibit D, The SUPREME COURT OF ARIZONA

In The Matter Of Establishment Of The Judicial Oversight Council Of The Limited Jurisdictional Courts Of Maricopa County.

The Supreme Court states during a thirty month, at least eight of the forty-six limited Jurisdiction Courts of Maricopa County have faced serious problems removing three Judges for misconduct Three courts have been placed under the administrative control of the Superior Court presiding Judge, two clerks have been charged with theft of funds or sentenced In all during a thirty month period at least eight of the forty- six limited Jurisdiction Courts in Maricopa County have faced serious problems in the areas Indicated The media, TV and print, have confirmed the above.

Judge Anderson never attended law school and has been reported to the Commission On Judicial Conduct several times, on information and belief

The Appellants respectfully request this court to review the entire record and grant the Appellants Appeal

The Appellants submits Exhibit E, THE HEADING IS ARIZONA DOESN'T BAR NON-LAWERS FOR DOING LEGAL WORK, written by the law firm of VAN OSTEEN published in the Arizona Republic—-

The Appellants as President of the Corporation is authorized to represent the corporation under the rules of procedure in small claims court Irwin Gary Roberts individually filed his case against the Appellee in the regular Justice Court for defamation of character against the Appellee for under $10,000 Accident Assistant Centers Of Arizona, Inc filed
it's case against the Appellee for about $2,006 00 as this was movies due for an investigation that he did for the Appellee

There were two separate cases, two separate. Plaintiffs and one common defendant

The Appellee's attorneys, without any justification for doing so, deliberately changed, the style if the case to Irwin Gary Roberts DBA Accident Assistance Center of AZ Inc The Appellants repeatedly brought this issue before the Justice Court and to the attention of the Appellee's attorneys No one did anything about it, which resulted in the two cases being consolidated and the Appellants two cases thus Jurisdictional amount of monies -went over the amount of $10,000 and was transferred to the Superior Court The Appellants individual case for defamation against was dropped by the Appellants therefore the only monies were $2,006 in the corporation case The Appellee's misconduct caused all this confusion, it was brought to the attention of the Justice Court by the Appellants many times to no avail.

Now, when Irwin Gary Roberts has raised this as one of the issues on appeal, the Appellee's attorneys say he should not be allowed to represent the corporation This case has gone on for almost a year The Appellee's attorneys never raised this issue before They are the ones that placed Mr. Roberts in this position by their own deliberate misconduct They should be stopped from raising this issue now This case is in its final stage of determinations This court should decide the appeal solely on the merits of the facts in the case and what is contained in the court file sent up for review The issues and the law are clear

Appellants can only surmise that they are being denied their right to have their case heard on the merits because they are not lawyers. Lawyers can deliberately flaunt the rules without any sanctions or penalties When a non-lawyer makes an honest mistake, the court thrusts a dagger through their heart and refuses to hear their case on the merits. The Appellants know that the State Bar of Arizona is the force behind the Appellee's lawyers in pursuing this case far beyond its worth

What distresses the Appellants is that the Court is supposed to be impartial and treat all litigants equally by the court. They

know that the State Bar of Arizona is the force behind the Appellee's lawyers in pursuing this case far beyond its worth. What distresses the Appellants, is that the Court is supposed to be impartial and treat all litigants equally by the court. They have been held to a stricter standard then are lawyers and punished for not meeting that standard even when it is contrary to the law of this state.

The Appellants respectfully request this court to reconsider the minute entry of dismissal as the appeals courts are required to hear cases on the merits and not dismiss appeals for technical errors which violates the Appellants rules of civil procedure where no prejudice can be shown by the party requesting the dismissal for a violation of the rule The Appellee could have levied on the Appellants after the Justice Court signed the judgment as the Appellants only have a Cost Bond The Appellee has not shown any prejudice and the only way their judgment could be in jeopardy if the court ruled against them on appeal.

The Plaintiff cites Hill vs. the City of Phoenix 193 AZ 299(1999) Such is the case in this matter before the court There is no prejudice that can be shown by the Appellee and this appeal must move forward for review This court has in it's possession two volumes. of pleadings, two transcripts, one from Judge Albrecht and one from the Justice Court and a tape from the Justice Court.

It is this courts duty to see whether or not the Justice Court properly or improperly decided this case, than this appeal should go forward in the merits of the case All the information needed by this court to decide this appeal is already in the court files as expressed-in this motion.

This court can correct the grave injustices perpetrated upon the Appellants, review this case and decide according to the law. That is the just and correct thing to do. To do otherwise is to make a mockery of the principal of equal protection for all litigants in our judicial system The judicial system should treat all litigants equally regardless of whether on not they are represented by attorneys That has not happened in this case The Appellants due process has also been violated under the laws of this state

WHEREFORE, the Appellants request that their Motion for Reconsideration be granted and this case be decided on the merits and not a motion to dismiss for a violation of the rule that under the case law of this state in not a proper ground for dismissal

Respectfully submitted this 12th day of November, 2002

Irwin Gary Roberts

Irwin Gary Roberts

Copy of the foregoing hand delivered on the 12th day of November 2002 to the Honorable Michael D Jones
Maricopa County Superior Court
Center Court Building, 101 west Jefferson, Phoenix, AZ 85003
Copy of the foregoing mailed November 12, 2002
Daved Brnilovich
Rebecca L Covell
The Collier Center 11th Floor, 201 East Washington Street,
Phoenix, AZ 85004-2385

EXHIBIT A

Irwin Gary Roberts
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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA, IN AND FOR THE COUNTY OF MARICOPA
IRWIN GARY ROBERTS, a single Individual, ACCIDENT ASSISTANCE CENTER OF AZ, INC, an Arizona Corporation,

Plaintiffs/Counterdefendants/ Appellants,
Vs

PATRICIA ARD,

Defendant/Counterclaimant/ Appellee

CASE NO CV2002-017209

APPELLANT'S APPEAL MEMORANDUM TO REPLACE THE PREVIOUS PLEADING CAPTIONED ERRONIOULSY AS RESPONSE TO REPLY IN SUPPORT OF DEFENDANT'S APPLICATION FOR ATTORNEYS FEES

Appellant states courts are required to hear cases on the merits and not dismiss appeals For technical violations of the Appellate rules of Civil procedure where no prejudice can be shown by the party requesting the dismissal for a violation of any rule Hill vs. City of Phoenix 193 AZ 299(1999) Such is the case in this matter before the court There is no prejudice that can be shown by the Appellee as she could have levied on the Appellants property as Appellants have a Cost Bond Therefore the Appeal must go forward, The issues that are needed to be addressed in the Appeal and the legal bases for

each issue are in this memorandum.
Respectfully submitted

Copy mailed to Defendant's attorney
Rebecca L Covell
Jennings, Strouss & Salmon, P L C
The Collier Center, 11th Floor
201 E.. Washington St
Phoenix, AZ 85004

Date August 9, 2002

_____
Irwin Gary Roberts'

_____
Original hand delivered to the Court

Irwin Gary Roberts

EXHIBIT B

PEORIA JUSTICE COURT
7420 W. Cactus Rd., Peoria, AZ 85381 979-3234

Case No CV01-02761RA

Plaintiff Accident Assistance Center of AZ, Inc. an Arizona Corp
IRWIN GARY ROBERTS,
Counter Defendant
5629 S. Sailors Reef Rd.
Tempe AZ 85283

480-491-4020

Defendant
Patricia Ard

511768 W Larkspur Dr
El Mirage AZ 85335

RESPONSE TO REPLY IN SUPPORT OF DEFENDANT'S APPLICATION FOR ATTORNEY'S FEES
(Assigned to Lex E Anderson)

STATEMENT OF THE FACTS

Plaintiff states approximately 11 years ago Plaintiff and Plaintiffs corporation were licensed by the Arizona Department of Insurance to settle personal injury claims, automobile claims, and to investigate automobile accidents

It was Plaintiffs understanding as well as other public adjusters in the state of Arizona there were no distinctions between 3rd party and 1st party claims The Plaintiff at one point in time advertised on buses, billboards, newspapers, Turf Paradise, radio and a website This Court could take judicial notice of this fact because it is in evidence in Judge Albrecht's Court Exhibit 1 transcript of hearing, April 25, 2002

The minute entry of Judge Albrecht's Rule is in evidence, Transcript Justice Court 6/20/02, Appendix Q, Exhibit SJH.

In addition, during the course of the years the Plaintiff filed several complaints with the state Depart-ment of Insurance for insurance companies acting in bad faith as well as insurance agents

The Plaintiff's licenses are 28761 and 28762, are in good standing and have been renewed recently for another 2 years

This action was commenced when Accident Assistance Center of Arizona, Inc filed a small claims action against Patricia Ard. Patricia Ard had settled a previous accident claim on her own behalf, but she had been unable to find the party who ran into her in a subsequent accident to see if he had insurance so she could collect from her own insurance company on her uninsured motorist coverage Her father told her about the Plaintiff The first time the Defendant met with the Plaintiff; she refused the Plaintiff's services because she did not want to pay $125 00 per hour for the investigation required to be done by the Plaintiff to initiate the first party claim She finally retained Accident Assistance Center of Arizona, Inc to do an investigation to find the party who hit her in this newest accident so she could proceed with her first party claim against her own insurance company She signed a contract with Accident Assistance Center, Inc agreeing to pay $125 00 an hour for investigation time because she was unable to get this information after weeks of trying herself Thereafter, the plaintiff set out to get the information so the first party claim could be processed.

Accident Assistance Center of Arizona, Inc spent approximately sixteen hours investigating and was finally able to locate the party who had injured the defendant in this most recent accident. Accident Assistance Center of Arizona, Inc filed notices with the defendant's own insurance carrier putting them on notice as to first party claim Subsequently, the plaintiff also found out that there was third party coverage and that defendant did not have any uninsured motorist coverage When the plaintiff told the defendant how much

time and money had been expended in finding this party and subsequently discovering that there was third party coverage, Patricia Ard said she would not pay that amount she agreed to pay the plaintiff to investi-gate the first party claim She further told that plaintiff that if the plaintiff did not agree to waive this investiga-tion fee she would fire the plaintiff and cause the plaintiff a lot of trouble by telling everyone that he said he was a lawyer.

The plaintiff refused to waive this fee because the plaintiff has done this work on the first party claim at the defendant's request and pursuant to the contract signed by the defendant The plaintiff was lawfully permit-ted to do this investigation and receive a fee for doing so under AR S 32-2401 and 20-321 Even Judge Albrecht in her minute entry stated the plaintiff was authorized to do first party claims As a result of the plaintiff's refusal to waive its investigation fee, the defendant fired the plaintiff and wrote letters to everyone she could wrongfully accusing him of lying to her and deliberately trying to damage his personal and business reputation Thereafter, the plaintiff, Irwin Gary Roberts, not Accident Assistance Center of Arizona, Inc , sued Patricia Aid individually for defamation in the civil division of the Justice Court because the defendant deliberately lied about what he had said in an effort to forgo a fee that Accident Assistance Center of Arizona, Inc was legally entitled to receive and that the defendant had contractually agreed to pay These were two separate cases with two separate plaintiffs in two separate divisions of the Justice Court with one common defendant.

The defendant then moved to consolidate the two cases because although there were two separate plaintiffs, there was one common defendant and some common facts in both cases In an effort to speed this matter . along, both Accident Assistance Center of Arizona, Inc and Irwin Gary Roberts, the two separate plaintiffs agreed to the consolidation It was at this time that the defendant's

counsel deliberately changed the style of case without any valid or legal reason for doing so which mislead the court into believing that there was only one plaintiff and because the value of the two separate claims combined exceed $10,000, the Court no longer had jurisdiction of the case The defendant's counsel did this by changing the style of the case to read "Irwin Gary Roberts dba Accident Assistance Center of Arizona, Inc. " This deliberate act by counsel for the defendant caused this case to be wrongfully transferred to Superior Court thus delaying the resolution of this case At the summary judgment hearing, the defendant's counsel could not only give no valid legal basis for changing the Plaintiffs style of the case, she could not give any other valid reason for doing this either This misstatement of the correct Plaintiffs was repeatedly brought to the attention of the defendant's counsel, but they continued to perpetrate this fraud on the court and on the plaintiff. There can be no other reason-able conclusion drawn but that this was done in bad faith and therefore subject to the sanctions of Rule 11

The Rule 11 was denied by the court and the court has denied every motion the Plaintiff has brought and granted every motion the Defendant has brought The Defendant did not answer the Rule 11 motion Plaintiff submits Exhibit 3 which was subpoenaed from the Arizona State Department of Insurance Which is called complaint file, Exhibit 3

The complaint also shows a letter, Exhibit 4, from Roberts to Ard which clearly shows that Roberts was investigating the claim 2/5/01

On 8/3/01 Julie Woods states no direct evidence to establish that Roberts negotiated settlement of claim.

11/8/01 File reviewed by AV S, Exhibit 5 The director regulatory bulletin which spawned all the complaints from the Arizona Bar and various insurers does not say a licensed

agent can or not adjust 3rd party claims It only spells out what an adjuster is and explains that the statute does not address 3rd party claims.

5/13 Robert's client filed a complaint with the state Bar alleging that Roberts represented himself as an attorney There is no allegation that he represented the authority of his adjusters license which permits him to handle 3rd party claims. Case Closed

The Plaintiff herein states he has been settling a personal injury case for 10 years and was legally doing so See Exhibit 5

In open court during the summary judgment hearing on the issue of Plaintiffs contract defense counsel said in open court that the Defendant Ard said to both agencies, the Bar and State Department of Insurance that Plaintiff settled 3rd party claims which is not true as the Defendant reported the Plaintiff for being an attorney to both agencies, the Bar, Exhibit 6 Plaintiff stated you will find defense counsel statement an transcript of summary judgment hearing of June 20, 2002, Exhibit A, Appendix Q & SJH. Mr. Alonzo closed the case because the Plaintiff Ard did not complain about his insurance license but had written a letter stating Plaintiff told her he was an attorney, Exhibit 8

EXHIBIT DS

Defendant's first count for summary judgment alleges' consumer fraud based upon the fact that the Plaintiff allegedly told the defendant and her father (George Klidas) that he was a licensed Arizona attorney The Plaintiff and Irwin Gary Roberts deny that Patricia Ard or her father were ever told that Irwin Gary Roberts was a licensed Arizona attorney The affidavit of Irwin Gary Roberts is attached hereto as Exhibit A1. Attached is Affidavit of Michael Wilenchik Exhibit C

Prior to doing any work for the defendant Ard, Ard and the Plaintiff met with notary public Michael Wilenchik and the Plaintiff clearly stated to the defendant Ard in front of the notary that was present that the Plaintiff was a public adjuster who is licensed, that the Plaintiff settled personal injury claims and was not licensed to practice law in the State of Arizona (Exhibit C)

(Exhibit A) The Plaintiff at no time ever told Patricia Ard, the Defendant or her father George Klidas that Plaintiff was licensed to practice law in the State of Arizona, nor did Plaintiff tell them Plaintiff took cases to court and won them all Plaintiff told them Plaintiff was a licensed adjuster that settled personal injury claims and Plaintiff charges less than most attorneys

Plaintiff states on the contract of Accident Assistance Centers, adjuster's licenses 287761-287762 the contract was signed 1/24/ 2001 (Exhibit CG)

This Court made a judicial error for summary judgment on consumer fraud and found based on the fact that the Plaintiff never told the Defendant or her father Mr Klidas that he was a licensed attorney in the State of Arizona and that Michael Wilenchik's affidavit stated that he is a li-censed public adjuster, that Plaintiff settles personal injury claims and that

Plaintiff was not licensed to practice law in the State of Arizona

The Plaintiff states he was advised by his attorney that you can put your degrees of higher learning on your business card and as Plaintiff complete his legal education by going to Brooklyn Law School which is an accredited ABA school and clerked for a major law firm for 21/2 years Plaintiff could be corporate counsel for his firm and business card read professional services, not attorney at law Note Plaintiff's contract exhibit that Defendant signed shows Plaintiff's license clearly 28761 & 28762 The contract was signed 1/24/02, thus Defendant had to see the contract as she signed and as it was explained to her Thus Defendant had to see Plaintiffs insurance license

A summary judgment can only be granted by the Court where there is no issue of fact to be, determined at trial

Therefore, the Court has no right to assess attorney fees or grant monies to the Defendant Ard for consumer fraud The affidavit of the Plaintiff and Mr Wilenchik state the Plaintiff said he is not an attorney.

EXHIBIT DS1 SLANDER

The Plaintiff filed a motion for a continuance When Plaintiff cited 19 Arizona App 574 James Wesley Young vs Douglas L Peacock case, Exhibit 9

The Appeals Court held trial court abused its discretion in not granting the requested continuance on Plaintiff's Motion for Summary Judgment where the hearing was premature. The Motion was denied by the Justice Court. The Justice Court has denied every one of Plaintiff's Motions and granted all the Defendant's Motions. The Defendant did answer the Plaintiff's Motion.

Plaintiff disclosed several witnesses and was planning to dispose the Defendant Ard, her husband Jerry Ard and her father George Klidas.

The Plaintiff states on information and belief that this family is committing welfare fraud, insurance fraud and Plaintiff has heard the husband works for cash The Defendant Ard has been in 3 auto accidents in two years and the father made windfalls of money in California in auto accidents, and was terminated from Arizona casino for being dishonest.

The Defendant Ard is talking about going bankrupt and she asked her attorney to get a lawyer for her father and sister who were terminated from their jobs The Defendant Ard needs an attorney for the bankruptcy.

According to defense counsel time sheet Defense counsel worked on their summary judgment for 5 months and it was unfair and unjust not to grant the Plaintiff a three week continuance.

The bottom line is if the Plaintiff could prove Welfare fraud,

insurance fraud, or any other scheme these people may be involved in, it would have meant they are not coming into court with clean hands, and if Plaintiff brought a motion for summary judgment Plaintiff would have won hands down.

Defendant replied to Plaintiffs response for summary judgment June 19, 2002 to Plaintiff's home The hearing for summary judgment was June 20, 2002 The Plaintiff is no Houdini and he was ambushed Plaintiffs disclosure was timely and was not given the opportunity to take witnesses depositions.

The Plaintiff was not given the opportunity to examine there witnesses so that Plain-tiff could prove any statements he may have made were true Truth is a defense.

Substantial truth is a complete defense to an action for defamation.

Morris vs Warren
770 p2d 539
160 AZ 55 1988

A Summary Judgment can only be granted by the Court when there is no issue of fact to be determined at trial.

This court abused its discretion in not granting the continuance as Plaintiff needed more time to prepare as the court can see from the current pleadings.

Therefore, the Defendant is not entitled to any monies and the attorneys are not en-titled to attorney fees.

EXHIBIT DS2

Defendant's 3rd Count for summary judgment the Plaintiff filed a lien for 1st party repre-sentation not 3rd party See Exhibits 11 & 12, Plaintiff's carrier Liberty Mutual

The contract that was signed by the Defendant was not in force at the hearing of June 20, 2002 Judge Albrecht ruled that Plaintiff could not do 3rd party claims but was allowed to do 1st party claims The Plaintiff was terminated by the Defendant on February 6, 2002, Exhibit 13) The contract was signed by the Defendant on 1/24/01, Exhibit CG. The Defendant benefits by the investigation of the Plaintiff as the Plaintiff found the 3rd party for Defendant and Defendant collected $10,000 on information and belief for herself and her children Since the Defendant terminated the Plaintiff on February 6 the contract was no longer in effect The contract was not void abinitio, but Defendant signed a valid contract AVS does not say a licensed adjuster can or can't do 3rd party claims Exhibit 5 Plaintiff cites Berenter vs Gallahger 173 AZ 75 839 P2D

The Appeals Court held on adjuster securing the insurance proceeds to an insured may be entitled to a lien on the proceeds 5H John Apple Baum and Jean Apple Baum Insurance law and practice 334 170 (1970)

The Appellate court also said an insurers partial assignment of insurance proceeds to an independent adjuster representing the uninsured is valid and enforceable.

Home Insurance Co vs. Gigi Fashions Inc 267F Supp 958 (D H 5).1967 The Court #5 An. attorney or an adjuster may be entitled to file a lien in the proceeds The Court clearly did not distinguish between a 1st party claim or 3rd party claim, and said an adjuster may put a lien on the proceeds Since the contract was not void abinitio and valid the Defendant signed

the contract Thus as the contract is valid the Defendant gave her permission to the Plaintiff to file a lien on the proceeds of her settlement There was no lien filed on real property, Exhibit 14 Therefore the Defendant should not be granted any monies and attorney fees should be granted There is no authority for a Rule 11 violation where a person could be fined $5000. Plaintiff submits the Rule 11 Statute, Exhibit 15. See also Exhibit A1 Plaintiffs Affidavit.

The Plaintiff filed a lien for 1st party representation as the Defendant gave him permission when she signed the valid contract Plaintiff did not defraud the Defendant as their was not intent See Exhibit 5 When the Defendant filed the 3rd party claim never came into effect, but Plaintiff was hired to do the 1st party claim A summary judgment can only be granted by the Court when there is no issue of fact to be determined at trial See Exhibit 5

EXHIBIT DS3

The Defendants accuse the Plaintiff of being in the unauthorized practice of law, the Plaintiff cited the Creasy case to the court in prior pleadings and in the summary judgment hearing of June 20, 2002 The Defendant misquoted this case and therefore the Plaintiff will make it very clear for this court to understand.

Creasy case 198 AZ 539,12 P3D 214 and 219 where Judge Martone of the Supreme Court concurs with Thomas Lahet Chief Justice, Charles_ E Jones Vice Chief and Ruth McGregeor, Justice.

Judge Martone states the jurisdiction over non-lawyers for activities outside article VI institutions are the direct result of the absence of an authorized practice of law statute The abuse creates a potential incongruity between the practice of law on one hand and the limited scope of the judicial department's enforcing authority.

Because the court does not possess the broader power of the state, the legislature — does the question of non-lawyers engaged in activities within 220 and 225 practice of law, yet unconnected to the institutions is complex and its answer must wait for another day In the meantime.

Defendant files claim that Plaintiff's contract is invalid because it violated the unauthorized practice of law in Arizona is spurious and has no merit The court can take judicial knowledge of the fact there is no unauthorized practice of law statue in Arizona The Defendant in this case deliberately on several occasions misrepresented the law in the Creasy case The Creasy case pending only applies-to disbarred lawyers It does not apply to other individuals as the Arizona Superior Court stated in the Creasy opinion.

The Plaintiff was legally settling personal injury cases in Arizona for 10 years - Plaintiff states see Exhibit 5 Therefore the Defendant should not be granted any monies and no attorney fees should be granted The Defendant wasted the Courts time The Plaintiff's contract is valid and not void abinitio.

A Summary Judgment can only be granted by the Court where there is no issue of fact to be determined at trial.

Plaintiff states during the hearing of June 20, 2002 the defendant Ard came up with a new idea.

EXHIBIT DS4
Summary Judgment Consumer Fraud

The Defendant stated the Plaintiff could not do 3rd party claims based on a ruling of Judge Albrecht on April 25, 2002 and that the Plaintiff committed consumer fraud on the Defendant by telling the Defendant he could do 3rd party claims.

The Plaintiff was legally doing 1st and 3rd party claims for 10 years The Arizona State Department of Insurance sent a circular letter to every insurance company in the United States stating in their opinion public adjusters in Arizona cannot do 3rd party claims The Plaintiff brought an action for declaratory relief as the Plaintiff in that action.

Plaintiff submitted the transcript of trial Judge Albrecht ruled that the Plaintiff could not do 3rd party claims under Arizona State Department of Insurance Licensing The attorney for the Attorney General's office stated there's no unauthorized practice of law statute in Arizona and she did not want the Plaintiff to suffer any hardship in business and that Plaintiff could settle 3rd party claims individually.

The Plaintiff cites the Creasy case where the Superior Court states that there is no unauthorized law statute in the State of Arizona thus Plaintiff could settle 3rd party claims individually Creasy case is in evidence.

The Defendant misrepresented to this Court that Defendant reported Plaintiff to the Bar Association and the Arizona State Department of Insurance for doing 3rd party claims That is not true, Defendant reported Plaintiff to these agencies that Plaintiff told Defendant that he was an attorney See Exhibit 6 .
Judge Albrecht ruled on July 25, 2002 that the Plaintiff could no longer do 3rd party claims Judge Albrecht said the Plaintiff could do 1st party claims, Exhibit 6 The Defendant fired the

Plaintiff on February 6, 2001, a year and a half before the summary judgment hearing of June 20, 2002 Therefore the Plaintiff's contract was not in force at the time of the hearing The Plaintiff helped the Defendant by finding her 3rd party so she did collect about $10,000 for pain and suffering As she found out she did not have uninsured motorist coverage.

Plaintiff also states there is no consumer fraud here because the Plaintiff did not intentionally intend to defraud the

Defendant, there must be intent for fraud to exist The Plaintiff's contract was valid not void abinitio.

The Plaintiff did not willfully, knowingly, or maliciously commit fraud on the Defendant, the Plaintiff intended to help her, which he did, the point is moot, this was a 1st party claim The Arizona Department of Insurance closed the case against the Defandant Ard See Exhibits 3, 5 & 8.

Therefore, there is no consumer fraud and therefore no attorney fees or monies granted to the Defendant on the issue of consumer fraud The Defendant again committed fraud on this court A Summary Judgment can only be granted by the court when there is no issue of fact to the determined at trial.

STATE OF ARIZONA)
) SS **EXHIBIT A1**
)
COUNTY OF MARICOPA)

AFFIDAVIT IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

Before me the undersigned notary public, personally appeared Irwin Gary Roberts, who upon being duly sworn deposes and says

1. My name is Irwin Gary Roberts

2. I am the president of Accident Assistance Centers of Arizona Inc. and Arizona corporation and the plaintiff in Case No. CV01 02761RA

3. At no time did I ever tell Patricia Ard or George Klidas that I was a licensed Arizona attorney nor did I ever tell either of them that I ever took cases to court and won them all. I told them I was a licensed adjuster in Arizona.

4. 1 specifically told both Particia Ard and George Klidas that I was a licensed as an adjuster to settle personal injury claims in Arizona and that I charged less than most attorneys do to settle cases

5. 1 did not slander Patricia Ard and any statements that I did make about her I believed at the time to be true and still believe them to be true today

6. 1 did not file alien for third party representation against Patricia Ard I filed a lien for investigating to determine if there was any third party coverage

7. The lien I filed against Patricia Ard was only a lien against the proceed of any money she would collect from the insurance company as she authorized me to do in the signed

contract The lien was not alien against her real property. I did not even know she owned any real property Exhibit C enclosed 8 That there is no legal prohibition in Arizona that would prohibit me from settling third party claims with insurance companies as an individual. This has been stated as the current state of the law in Arizona the Arizona Attorney General's office.

Dated June 10, 2002

Irwin Gary Roberts
IRWIN GARY ROBERTS

SWORN TO AND SUBSCRIBED before me this 10th day of June, 2002

My commission expires Notary Public

Guillermo Jiminez

EXHIBIT C

Irwin Gary Roberts
5629 S Sailors Reef Rd
Tempe AZ 85283
480-491-4020
Pro Per

IN THE PEORIA JUSTICE COURT IN THE STATE OF ARIZONA,
COUNTY OF MARICOPA

ACCIDENT ASSISTANCE CENTERS)		CASE NO CV
OF ARIZONA	)	I-0276RA
	)	AFFIDAVIT
Plaintiff	)	OF
	)	MICHAEL
vs.	)	WILENCHIK

PATRICIA ARD

Defendant

Michael Wilenchik, being first duly sworn under oath and under penalty of perjury, says he is over 18 years of age and he is fully competent and that he is under no legal restric-tion to state the following

I My name is Michael Wilenchik
2 1 am a licensed notary public in the state of Arizona
3 On or about January 24, 20011 was with Irwin Gary Roberts and Patricia Ard in Furr's Cafeteria in Sun City, AZ
4 Before I notarized the contract with Accident Assistance Centers of Arizona Inc
Mr. Roberts explained the terms of the contract to Patricia Ard and told her he was a licensed public adjuster, that he settled personal injury claims, and he was not licensed to practice law in the State of Arizona

I notarized the following documents for Patricia Ard, the contract, consent for medical and the power of attorney. Dated this 10th day of June, 2002

Subscribed and sworn to me before this 10th day of June 2002

My commission expires
January 06, 2006

Notary Public
Guillermo B. Jiminez

EXHIBIT D

IN THE SUPREME COURT
OF THE STATE OF ARIZONA

In the Matter of
ESTABLISHMENT OF THE JUDICIAL
OVERSIGHT COUNCIL OF THE
LIMITED JURISDICTION COURTS
OF MARICOPA COUNTY

The Supreme Court, having administrative supervision over all courts of the state pursuant to the Constitution of Arizona, Article VI, has over the past decade conducted numerous audits, operational reviews and special studies of the limited jurisdiction courts in Maricopa County

These audits, reviews and studies have revealed serious operational, administrative and misconduct problems Over the past thirty months, three judges have been removed from office for misconduct, three courts have been placed under the administrative control of the superior court presiding judge, two clerks from two courts have been charged or sentenced for theft of funds and an investigation is underway regarding possible theft of funds in a third court In all, during the thirty month period, at least eight of forty- six limited jurisdiction courts in Maricopa County have faced serious problems in the areas indicated

The existing governance structure is not adequate to manage effectively twenty-three justice of the peace courts and twenty-three municipal courts The decentralization of authority has led to poor communication, little or no coordination among courts, and policies and practices that are inconsistence from court to court and, in some instances, contrary to the strategic objectives of the Arizona Judicial Council (AJC) and the Arizona Supreme Court.

Additionally, the operation of many of these courts is inconsistent with the requirement of Article 6, Section 1, of the Arizona constitution that the state have an "integrated judicial department " Therefore,

IT IS ORDERED that the Judicial Oversight Council of the Limited Jurisdiction Courts of Maricopa County, hereafter referred to as the "Council," is established The Presiding Judge of the Superior Court in Maricopa County shall Chair the Council The membership of the Council shall be appointed by the Chief Justice and is attached to this Order as Appendix A The Chief Justice may appoint additional members as may be advisable

IT IS FURTHER ORDERED that the Council shall assist the superior court presiding judge of Maricopa County as follows

1 Develop and implement policies and procedures consistent with the direction set by the AJC that promote fair and equitable justice, uniformity, and effective case and financial management in limited jurisdiction court operations

2 Assist the Administrative Office of the Courts (AOC) and Commission on Technology in implementing the state standard automation application (the AZTEC system) in the Maricopa justice courts as quickly as feasible, linking local systems to the state data warehouse and putting into place data entry policies and procedures that ensure data quality

3 Assist with the implementation of a statewide Centralized Traffic Tickets and Collections Bureau Prior to implementation, the AOC shall complete a feasibility study to determine if such a bureau would result in improved efficiency in processing these cases, public service, and compliance with courts orders All justice of the peace courts and municipal courts in Maricopa County shall participate in the centralized traffic bureau unless specifically exempted by the Chief Justice for good cause

4 Review and recommend to the presiding judge of Maricopa County a uniform bond/deposit schedule for use in all justice of the peace and municipal courts Such schedule may take into account differences due to local fees authorized by the board of supervisors, city council or law

5 Review and monitor the corrective action plan prepared by a local court which addresses deficiencies identified in an operational review Any local court subject to such a review shall submit a corrective action plan to the Council

6 Report on the overall physical condition of court facilities relative to suitability and the adequacy of space provided and security of employees and the public

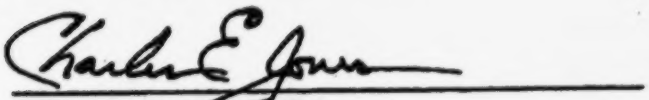
7 Assist the AOC in developing a "Courts of Distinction" program to recognize those courts meeting or exceeding standards to be developed by the AOC and the AJC The proposed standards shall be submitted to the AJC for its approval

IT IS FURTHER ORDERED that the provisions of Administrative Order No 96-32, VI-A, Section 2, relating to presiding justice of the peace, are suspended for Maricopa County All other provisions of Administrative Order No 96-32 that are not otherwise in conflict with this Order shall remain in effect

IT IS FURTHER ORDERED that administrative control of Justice Court Administration shall be assumed by Presiding Judge Colin Campbell, and the Justice Court Administrator and subordinate staff are to report to Presiding Judge Campbell or his designee Presiding Judge Campbell is authorized to enter orders to make personnel, management or organizational changes to Justice Court Administration as he deems necessary to accomplish the directives and goals of this administrative order

IT IS FURTHER ORDERED that the Oversight Council shall submit a progress report to the AJC not later than October 1, 2002, and each six months thereafter, or as otherwise requested by the AJC or this Court

Dated this 21st day of June, 2002



CHARLES E. JONES
Chief Justice

EXHIBIT E

ARIZONA DOESN'T BAR NON-LAWYERS FROM DOING LEGAL WORK

Arizona has had no statutes forbidding the unauthorized practice of law since 1984, when the one it had was automatically repealed by the legislature.

This means that non-lawyers probably cannot be prevented from doing much of the legal work in this state – work that before could have been done only by lawyers.

Unauthorized-practice statutes are the means by which many trades and professions protect their monopolies, doctors, dentists, barbers, cosmetologists and the members of a few dozen other groups legally exclude unlicensed people from offering the services they provide.

If you cut your own child's hair, for example, you can be prosecuted for engaging in the unauthorized practice of barbering.

But for now, at least, it appears that non-lawyers who provide legal services to others cannot be punished.

Courts, of course, have independent authority to determine who may practice in them. And they continue to exclude those who do not have licenses to practice law – except individuals representing themselves, a right citizens always have had.

A considerable volume of legal work, however, does not require court involvement. It even is possible for people to obtain non-lawyer assistance in drafting court documents for the purpose of representing themselves in the courts.

Many Americans cannot or will not pay the cost of lawyers

services. Often, they are too expensive.

Lawyers contend, with some justification, that their training and experience enable them to provide better service than non-lawyers.

But that misses the point. What lawyers are saying is that the public must choose between first-class service and no service at all.

The public is harmed by a system that excludes all less expensive alternatives.

Deregulating trades and professions would provide greater freedom for consumers. It would not eliminate licensed lawyers, barbers and others, but it would create options that now are unavailable.

The accounting profession always has worked this way. Those who meet established qualifications and pass certain tests are entitled to hold themselves out as CPAs. However, many people who lack this certification serve as public accountants, accountants and bookkeepers, most of them doing much of the same work as CPAs.

A strong argument can be made that all unauthorized practice laws should go the way of the statute on unauthorized practice of law.

Van O'Steen is a Phoenix Lawyer.

EXHIBIT 3
COMPLAINT FILE NOTES

DATE STAMPED.	6/14/01
CMP NAME, ADDRESS.	State Bar of AZ by Johansen, Francis
PHONE WORK:	252-4802 HOME
INVESTIGATOR:	Alonzo
CARRIER	
ADDRESS	
PHONE	
CONTACT	
TARGET	Irvin Gary Roberts
ADDRESS	
PHONE	
DATE RECEIVED	6/18/01

COMPLAINT SUMMARY

Francis Johansen ,IJPL Attorney for the State Bar of AZ, alleges that adjuster Irwin Gary Roberts is purporting himself to be an attorney in the state of Arizona

ACTION TAKEN:

6/18/01 Received and processed complaint for setup

Reviewed documentation supplied by Johansen, noted a "Special Power of Attorney" authorization form signed by Robert's client Patricia Ard The heading of the form includes license numbers for both Roberts and his company, Accident Assistance Centers of AZ There appears to a page missing from the authorization The complaint also includes a letter from Roberts to Ard,

which clearly shows that he was investigating Ard's claim

6/20/01 Revised 101 letter typed and mailed to Roberts

6/22/01 Pc from Roberts, states that he did not adjust the claim in question, states that the clt contacted him after the accident and wanted him to investigate the party at fault insurance
company States he investigated as requested and submitted a bill to the clt States that he made no effort to settle the claim States is going on vacation and won't be back until 7/15/01
Response deadline extended to 7/20/01

7/10/01 Received response for Roberts States did not adjust a 3rd party claim for Ard States that his attorney advised him that he could use the title, Corporate Counsel on his business card .

8/3/01 Pc to insured's carrier USSA 800 633-0942, spoke to Sherry Brust (CSR) states damages losses have been paid to Ard Medical has not been settled
Left voice mail message for claim handler Julie Woods (USAA) to call ASAP

Received *call* from claim handler Julie *'Woods,* states that although she has documentation that Roberts was representing
Ard, she has no direct evidence that would establish that Roberts is negotiated the claim (no demand letter, etc.) Woods states that she will fax some documentation as soon as possible.

8/10/01 Received more documentation from USAA; no evidence to establish that Roberts negotiated settlement of Ard's claim

8/22/01 Pc to Roberts, advised Roberts of need to document that he is aware that it is unlawful to adjust 3rd party claims, and that he agrees to change his business card by deleting "Corporate Counsel"

9/21/01 Pc to Roberts, left message for him to call ASAP
Return call from Roberts, states that he has been away for the past few weeks and will get the info to the ADOI by late next week.

10/18/01 Pc to Roberts Message left on voicemail

10/23/01 Pc from Roberts, states that he disagrees with ADOI's position relative to adjusting third party claims and has filed a suit against the ADOI for hindering his livelihood and can no longer discuss the matter. When asked to provide copies of all third party claims since September 2000, Roberts refused and indicated he would only comply by subpoena. Emailed GLM to advise how to proceed
Received copy of civil suit which is basically a request for Declaratory Relief

10/29/01

10/31/01 Reviewed Roberts': license file and learned that he was initially licensed in 1990, his license expired after four years and he had to re-apply in 95 No other irregularities found in either file

11-7-2001 File reviewed by AVS Awaiting response to subpoena for Roberts 3rd party claim files

11/8/01 File reviewed by AVS

EXHIBIT 5

Director's regulatory bulletin which spawned all these complaints from the AZ State Bar and various insurers does not say that a licensed adjuster can or can not adjust 3 party claims It merely spells out what an adjuster is and explains that the statute does not address 3'd party claims The ADOI's only concern would be what the adjuster represented to the client what his authority is under the license - If the adjuster tells the client that he is licensed to adjust those types of losses, that would be misrepresentation If the fact that the adjuster is licensed becomes a deciding factor to - employ the adjuster to handle a 3rd party claim, this may also be a concern of the ADOI We do not want anyone to believe that they have the protection of a regulatory agency should something go awry with the handling of a 3'd party claim when in fact there is no protection as the ADOI does not license adjusters to handle 3 rd party claims

11-23-2001 ADOI response to motion for protective order and injunctive relief

EXHIBIT 8

5-13-2002 Received copy of 5:.8-02 minute entry dismissing Robert's case against the ADOI
Reviewed file again Roberts' client actually filed a complaint with the state bar alleging that he represented himself as an attorney and told her that if anyone wanted to talk to her about the claim that she should tell them to contact her attorney There is no allegation that he misrepresented the authority of his adjuster's license permits him to handle 3rd party claims
Case closed

CLOSING DATE 5-13-02
RECOVERY 0

EXHIBIT 4

Accident Assistance Centers of AZ Auto and Property
Investigations Ad. Ins Lic 28761 & 28762
5629 S. Sailor's Reef Rd Tempe AZ 85283
1,629 S Sailor's Reef Rd Tempe, AZ
Phone (480) 838-HELP Toll Free 888-674-HELP
Mobile 480-570-HELP Fax 480-777-8822

(480) 777-8822
February 5 2001

Patricia Ard
1176 W. Larkspur
El Mirage AZ 85335

Dear Miss Ard,

I am in Chicago, Illinois on a business trip and will not be home for about 10 days.

Firstly after spending a complete day and evening in Sun City and Surprise Arizona I located Mr. Lovell and found that he does have insurance with USAA. I contacted his insur-ance co and gave them all the pertinent information as well as Liberty Mutual your carrier None of the insurance companies were aware of what was going on thus I accomplished a lot and your case can go forward at this point.

As I told you l have to report this claim to access and medicare In addition you will not be entitled any reimbursement on a rental car as you have not borrowed a car to date even though you were approved for a rental car you decided not to acquire a car.

Liberty Mutual told me they would pay for your car but can't determine the mileage on your vehicle

I hope your MR1 showed no objective findings on your shoulder and that you are well I also filed a claim for your children, where it will have to go to probate.

Since you were in an accident last year and settled your claim yourself and received $7,000, you have a duty to report this to USAA.

Respectfully yours,

Gary Roberts
BAMAMS LLB

EXHIBIT 6

Arizona Department of Insurance Investigations
2910 N 44th St, #210 •Phoenix, AZ 85018
Tel: 602-912-8444

COMPLAINT QUESTIONNAIRE

Date: 2/6/01 Phone Number 623-815-0993
Complainant Ard, Patricia J.
Address: 11768 W. Larkspur City: El Mirage State : AZ Zip: 85335
Insured: (if other that Complaintant) Accident Assistance of AZ Inc. Gary Roberts
Address: 5629 S. Sailor's Reef Rd. City: Tempe State AZ ZIP: 85283
Name of Insurance Company: Accident Assistance of AZ Inc.
Type of Insurance: Adj. Inc. Lic. #28761 & 28762
I submit the following information and represent that such information is accurate to the best of my knowledge and ability:
Mr. Roberts told me he was a attorney it turned out he wasn't so I fired him. He also had two (2) guys sign saying they witness my signature that didn't. He put a lien on my case and he said thing he should have to the other person Ins Company after I fired him that is not true. He did not help (do anything) for my case.

By my signature, I hereby acknowledge that the facts relating to the complaint will become a matt f public record, pursuant to Arizona law.

Signature: Patricia Ard

You will hear from us in writing as soon as we have definite information. .Persons with disabilities may request reasonable accommodations such as interpreters, alternative formats or assistance with physical accessibility Requests for accommodations must be made with 72 hours prior notice by contacting Don Harris at (602) 912-8402.

EXHIBIT 7

ATTN: FRAN JOHNSEN 2-5-01

I hired a man named Gary Roberts. He told my father he was attorney. My father have me his business card and had me call him he told me he was a attorney and he settled most of his cases out of court and the ones we went to court over he won all his cases.

When I meet him to sign papers he brought a notary. He notarize my papers that I signed they was one paper that needed two witnesses of my signing there was not anyone so the man took it to his work and had to of his co-workers sign the papers as witness He also wants me to have someone write a letter saying I am borrowing there car for $10.00 to $15.00 a week since the day after the accident. He told me to tell anyone who wants any answer about the accident to tell then to call my attorney

Thank you

Received
Feb 06 2001

EXHIBIT 9

PEORIA JUSTICE COURT
7420 W Cactus Rd, Peoria, AZ 85381 979-3234
Case No CVO 1-0271RA

Plaintiff Accident Ins Centers Of Arizona Inc. and Arizona Corporation
Irwin Gary Roberts
Counter Defendant

Defendant Particia Ard
11768 W. Larkspur Dr.
El Mirage AZ 85335

PLAINTIFF S RESPONSE TO DEFENDANT'S MOTION FOR ORAL ARGUMENTS FOR SUMMARY JUDGEMENT ON JUNE 20, 2002 SHOULD BE DENIED AND CONTINUED AT A LATER DATE

The Counter Defendant is not prepared to argue the Summary Judgment Motion on such short notice as Counter Defendant still has discovery to do and may want to supplement his answer to the Defendant s Motion for Summary Judgment and file a Motion for Summary Judgment on my own behalf

The Plaintiff cites 19 Arizona App 574 James Wesley Young vs Douglas L Peacock and William Appellees Court of Appeals of Arizona Division 1 Department B May 3, 1973 held the trial court abused its discretion in not granting the requested continuance. on Plaintiff's motion for Summary Judgment where the hearing was premature

The Counter Defendant respectfully requests this court to deny Defendant s Motion for Summary Judgment and to set oral arguments at a later date

Respectfully Submitted
Irwin Gary Roberts

Dated June 12 2002

Copy mailed to Defendant s Attorney on June 12,2002

Rebecca L Covell
Jennings Strouss &Salmon, P L C
The Collier Center 11th Floor
201 E Washington St Phoenix, AZ 85004

Copy faxed and mailed to the Court Hon Lex Anderson
Irwin Gary Roberts

EXHIBIT 11

Accident Assistance Centers of AZ, Inc
Auto and Property Investigations
Adj. Lic. 28761 & 28762
5629 S Sailor's Reef Rd
Tempe, AZ 85283
Phone: 480-838-HELP
Toll Free: 888-674-HELP
Fax: 480-777-8822

Confidential Document

Date: January 26, 2001 Number of Pages: 1
To: Steve Ramos Liberty Mutual PO Box 138013
Dept. #PD6411263771-03 Sacramento, CA 95811
Fax#: 916-564-5147 Dol 1/16/2001
From: Gary Roberts

Comments: I represent Patricia Ard on the above claim
I will be in contact with you to acquaint you with information
you need such as mileage and ownership.
I have not spoken to you before today.
Respectfully yours
Gary Roberts
RA MAMS LLB

EXHIBIT 12

Accident Assistance Centers of AZ, Inc
Auto and Property Investigations
Adj. Lic. 28761 & 28762
5629 S Sailor's Reef Rd
Tempe, AZ 85283
Phone: 480-838-HELP
Toll Free: 888-674-HELP
Fax: 480-777-8822

Confidential Document

Date: January 22, 2001 Number of Pages____

To: Steve Folmar Liberty Mutual PO Box 52043 Phoenix Arizona 602-997-0043 916-564-5197
Tara Reyes, Steve Ramos
PO Box 138003
Sacramento CA 95813-8003 (Odometer broken – mileage couldn't be read)

From: Gary Roberts
1800-565-5505

Comments Claim #PD6471263711
I represent Patricia Ard in the above claim # above for vehicle damage. A formal letter will follow.

Respectfully yours
Gary Roberts

EXHIBIT 13

Gary Robert 2/6/01

It has come to my attention that you are not a attorney in the state of Arizona. You have misrepresented yourself therefore I am revoking your privilege to represent me. Also revoking the power of attorney and papers I signed for the accident that occurred on 1/16/01.

Sincerely

Patricia J. [illegible]

EXHIBIT 14

When recorded, mail to:
Name: Irwin Gary Roberts
Address: 5629 S. Sailor's Reef Rd.
City State Zip Code Tempe, AZ
85283
OFFICIAL RECORDS OF MARICOPA COUNTY
RECORDER HELEN PURCELL
2001-0143991 **02/27/2001 12:02**

NOTICE AND CLAIM OF CONTRACT LIEN

NAME OF CLIENT Patricia Jeanne Ard
ADDRESS OF CLIENT 11768 w. Larkspur, El Mirage, AZ
85335
DATE OF LOSS: 1/16/2001
DATE OF SIGNING CONTRACT: 1/24/2001
INSURANCE CARRIER: USAA Claim# 78851
AMOUNT DUE CLAIMANT FOR SERVICES
RENDERED:$21,000 – 16 hours @ $125/hour
AMOUNT DUE CLAIMANT FOR SERVICES RENDERED
9; 00 a$_b$
STATE AND COUNTY IN WHICH CONTRACT WAS
SIGNED: Arizona, Maricopa County

To the best of the claimant's knowledge, the names and addresses of all persons and insurance carriers claimed by the above named client, are to be liable for damages as follows:

Name Address PO Box 35718
USAA claim #78851 Colorado Springs CA 80935
Adjuster Julie Woods
Pursuant to State Law, the above named client, personally or through its authorized agent does hereby claim a lien upon any and all actions, suits, claims, counterclaims or demands for damages accruing to said client on his(her) behalf by a legal representative, assignee or heirs on account of injuries

giving rise to such cause of action, and which necessitated claimants representation in this matter for which claimant rendered adjuster services at the rate customarily charged for such services at $125.00 an hour the sum of which is due and payable as indicated above,

Dated
2/27/2001

EXHIBIT CG

Accident Assistance Centers of AZ Auto and Property
Investigations Ad. Ins Lic 28761 & 28762
5629 S. Sailor's Reef Rd Tempe AZ 85283
1,629 S Sailor's Reef Rd Tempe, AZ
Phone (480) 838-HELP Toll Free 888-674-HELP
Mobile 480-570-HELP Fax 480-777-8822
(480) 777-8822
5629 S Sailor's Reef Rd Tempe,:

I (we) agree to pay Accident Assistance C enter of Az, Inc 5629 S Sailors Reef Rd , Tempe AZ 85283, 30% of the total settlement in pursuit of this claim

I (am) (we) are to pay for out of pocket expenses to obtaining records in pursuit of this claim if private investigations are conducted, there is a charge of $75.00 per hour
If an interpreter is needed, there is a charge of $45.00 per hour

If there is no recovery there is no monies of fees due Accident Assistance Center of Arizona, Inc , for any work done, in pursuit of this claim, bur if their is a recovery all monies are due to Accident Assistance Center of Az , Inc.
Principal Patricia Ard Dated 1/24/2001

Principal ,Sandy Ard, 5 Brandy Ard, 4 Dated 1/24/2001

Acknowledgement on this date of 24th before me, a Notary Public, personally appeared Patricia Ard and was known to me or satisfactorily proved to be the person whose name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated. This Contract was acknowledged before me witnessed by my hand and Official Seal

Michael Willenchek

State AZ Country USA Signature of Notary Public
Notary Commission Expires 6/12/2004